

REQUEST FOR PROPOSALS

The Town of Hopedale Parks Department

In an effort to improve and ensure the ecological wellness of the Town's parklands, a cycle of forestry management needs to be resumed and maintained. At the present time, these public lands have become choked with dense cover of undesirable species of trees. The impact has been that such species as the native oak have been unable to flourish.

This Request for Proposals includes the following services:

- Create an environmentally safe, Forestry Management plan, which will in turn provide the Park Commission (the "Town"), with funds from the sale of parklands timber
- Forest Management will be conducted in an environmentally conscious way with minimum impact to surroundings
- Removal of all dead wood, scrub brush, branches and slash.
- Promoting healthy growth of desired tree species
- Maintaining parkland conditions to insure enjoyment by the public to the fullest extent possible

This procurement shall be conducted in accordance with the provisions of the Uniform Procurement Act, G.L. Chapter 30B, Section 6, and those provisions are hereby incorporated by reference into this "Request for Proposals."

All proposals will remain in effect for a period of ninety (90) calendar days from the deadline for submission, or until a contract has been executed, or this Request for Proposals is cancelled, whichever occurs first.

Proposals must be submitted as follows: Proposals must include (1) a Technical/Non Price Proposal and (2) a Price Proposal. An original and two copies of the Technical/Non Price Proposal (only) must be placed in a sealed envelope plainly marked "RFP - Technical/Non Price Proposal for Forest Management and cleanup of Parklands. One original Price Proposal must be placed in a **separately sealed envelope** plainly marked "RFP – Forestry Management of Parklands". Both separately sealed envelopes must then be placed in a single, sealed envelope plainly marked with the Proposer's name and "RFP – Forestry Management and Cleanup of Parklands".

The proposal package must be delivered to: **Chairman, Hopedale Park Commission. Town of Hopedale, 78 Hopedale Street, Hopedale, Massachusetts 01747.** Proposers shall be solely responsible for ensuring that proposals are properly sealed and received by the Park Commission by **11:00 AM EST, Wednesday, June 16, 2010.** Bids will be opened **Wednesday, June, 16, 2010 at 11:30 AM EST by the Chief Procurement Officer/Town Coordinator, Eugene Phillips.**

SCOPE OF SERVICES

The Scope of Services for the proposed contract shall consist of the following tasks, to which the successful proposer agrees:

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1. Provide to the Park Commission a copy of its license to operate in Massachusetts, and proof of liability insurance.
2. Obtain all necessary permits from local, state and federal agencies.
3. Completely survey and flag timber management areas within parkland borders.
4. Mark timber, firewood and pulpwood in a manner that is approved by the State of Massachusetts to reflect sound timber management practices for sustainable yields.
5. Be responsible for compliance of all work done with applicable green certification standards.
6. Submit all plans for any harvesting or related activity to the Park Commission for approval prior to any clearing or cleanup.
7. Prepare a Forestry Management plan for the parklands as mandated by the Massachusetts Department of Conservation and Recreation (DCR), the Massachusetts Natural Heritage and Endangered Species Program, and the Hopedale Conservation Commission.
8. Oversee all harvesting operations and maintain compliance with Chapter 132 of the Massachusetts General Laws.
9. Oversee and uphold utilization standards set forth in the contract for harvesting and clearing operations including – but not limited to – chipping.
10. Take in to account the current and future appeal of the lands when planning which trees will be harvested. These will be in accord with the vision of what the Park Commission has established and ensure that the original vision for use of the land is maintained.
11. Follow Best Forest Management Practices set forth by DCR, harvest with minimum impact to the roads into and leading out of the parklands. Each harvest event will be concluded with: filling in ruts deeper than 10 inches; flagging installed water bars, seeding landings, slopes, and stream crossings; removing all dead wood, scrub brush, branches and slash.
12. Prepare notices for abutters within two hundred feet of harvest areas, and clearly mark and close off work areas to insure public safety.
13. Notify the Park Commission and State Forester of start dates, licence numbers of all on-site loggers, and any field changes impacting the completion date of each logging harvest.
14. Warranty all work and perform continued maintenance for a ten year period.

Information Requested – Minimum Evaluation Criteria

Each proposal shall include the following information in a clear, comprehensive manner.

1. Technical/Non-Price Proposal and Price Proposal, properly sealed and marked and received by the date and time stated in this RFP.
2. Full legal name, tax identification number, and main address, telephone number, fax number and e-mail address of firm.
3. A brief history of the proposer, including number of years in business, date of incorporation, other information on corporate ownership and/or operating name demonstrating that the proposer is responsible and capable of performing the work required by this RFP.
4. An executive summary of the proposal, including information regarding proposer's executive staff and the name, title and experience level of each individual whom proposer will assign to perform the work.
5. Annual report, SEC form 10K (if applicable), balance sheet, and/or any other information detailing the financial stability of the firm and demonstrating the firm's ability to perform successfully the services stated in this RFP.
6. Whether any member of the Park Commission or other elected or appointed Town officers, employees, or other like persons of the Town have any direct or indirect personal interest in the firm. If so, name the individual(s) and describe the relevant circumstances.

7. Whether the proposer or any of the employees or officers of the proposer have been named as a defendant in any litigation or other adversarial proceeding brought as a result of any contract for services. If so, provide the caption and docket number of the litigation, the date the litigation was initiated, the names of the parties to the litigation, and the name and location of the court or other forum in which the litigation is/was pending, and describe the circumstances underlying the litigation, including the outcome of the litigation.
8. Whether the proposer's firm has ever been terminated, fired, or replaced on a project. If so, identify the project, project location, project owner, the date the project began and was (is to be) completed, and describe the project circumstances.
9. The name and description of each project, and the name, address and phone number of a contact person for each Forestry project for which the proposer has managed during the past 5 years that conforms to green certification standards.
10. A detailed explanation of the proposer's technical, long-term approach to managing the Parklands forest.

The above items shall constitute the Minimum Evaluation Criteria, which each proposal must satisfy to be considered responsive to this RFP.

Duration of the Contract

The expected overall duration of the Contract is from fall 2010 to fall 2020.

Comparative Evaluation Criteria

Comparative Evaluation Criteria: Each responsive proposal will be evaluated by use of the following comparative evaluation criteria. For each criterion, a proposal will be rated "highly advantageous", "advantageous", "not advantageous", or "unacceptable." Each proposal will be assigned a single composite rating, which will be used to compare all the responsive proposals.

1. Proposer's level of experience with harvesting.

- a. **Highly Advantageous:** Proposer has more than five years experience.
- b. **Advantageous:** Proposer has more than three but not more than five years experience.
- c. **Not Advantageous:** Proposer has one to three years of experience.
- d. **Unacceptable:** Proposer has less than one year of experience.

2. Experience with harvesting on public lands.

- a. **Highly Advantageous:** Proposer has more than five years experience.
- b. **Advantageous:** Proposer has more than three but not more than five years experience.
- c. **Not Advantageous:** Proposer has one to three years of experience.
- d. **Unacceptable:** Proposer has less than one year of experience.

3. Qualifications of the firm's personnel who will actively be working on the project.

- a. **Highly Advantageous:** Proposer's assigned personnel each has more than five years experience.
- b. **Advantageous:** A majority of proposer's assigned personnel each has more than three but not more than five years experience.
- c. **Not Advantageous:** Less than a majority of proposer's assigned personnel each has one to three years of experience.
- d. **Unacceptable:** None of Proposer's assigned personnel has more than five years of experience.

4. Thoroughness and clarity of the firm's response to the RFP and technical approach to the project.

- a. **Highly Advantageous:** Proposer's technical approach to the project is complete, thorough and clear, and demonstrates a full understanding of the needs of the project.
- b. **Advantageous:** Proposer's technical approach to the project is complete, thorough and clear and demonstrates some understanding of the needs of the project.
- c. **Not Advantageous:** Proposer's technical approach to the project is incomplete, not thorough and/or unclear, and demonstrates little understanding of the needs of the project.
- d. **Unacceptable:** Proposer's technical approach to the project is incomplete, and demonstrates a lack of understanding of the needs of the project.

Financial Terms and Conditions

Compensation is to be paid to the Town for harvested lumber.

1. Proposers must provide a price for the entire Forestry Management project. The best price proposal will be the highest price.
2. The successful proposer will compensate the Town 10% of the total price upon commitment and the 90% remainder before the project commences.
3. No out-of-scope harvesting will occur without approval from the Park Commission.
- 3a. Any additional compensation is subject to negotiation and approval by the Town.

Contracts and Terms Conditions

The Contractor shall be responsible for the following:

- A. Obtain all permits and licenses necessary to meet all applicable federal, state and local statutes, bylaws and regulations.
- B. Agree to indemnify and hold harmless the Hopedale Park Commission and the Town of Hopedale and its officers, employees and agents against any and all claims, demands, actions, and causes of action resulting from performance of the work, including all costs and attorney's fees.
- C. Provide a Certificate of Insurance, which shall remain in effect during the duration of the contract. Coverage shall include Employers Liability, Workers' Compensation, Comprehensive General Liability and Automobile Property Damage Liability and Bodily Injury Liability in the following amounts:

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COVERAGE	LIMIT OF LIABILITY
Workers' Compensation	Statutory
Employers Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Property Damages Liability	\$500,000 each occurrence
Automobile Bodily Injury Liability	\$500,000 each occurrence \$1,000,000 aggregate
Excess Umbrella Liability	\$5,000,000

The Certificate shall name the Town of Hopedale as additional insured and shall provide for a thirty-day (30) written notification to the Town in the event of cancellation or material changes to the policy or policies.

(continued following page)

A copy of the contract that the successful proposer will be required to sign is included with this RFP.

Each proposer must complete the following forms and enclose them with the Technical/Non-Price Proposal.

1. Certificate of Non-Collusion and Certificate of Payment of Taxes (single form).
2. Certificate of Authority (single form)

**CERTIFICATE OF NON-COLLUSION
CERTIFICATE OF PAYMENT OF TAXES**

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, I (the undersigned) certify under the penalties of perjury that _____ (Name of Proposer) has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Company Name

Social Security Number or Federal Identification Number

By: _____
Authorized Signature of Bidder Date

Title of Signer

Business Address

City/Town and State Zip

(Area Code)Telephone Number

This page must be signed by an individual(s) with authority to commit the Proposing entity to a binding agreement. Corporation must attach required certification.

A notarized attestation of the signature(s) is required, or in the case of a corporation, attestation by the Secretary or Clerk of the Corporation with the corporate seal affixed, that the signature is the signature of an officer authorized to bind the corporation to a contractual agreement.

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CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

(Name of Corporation)

held on _____ at which all the Directors were present or waived notice, it was
(Date)

voted that _____ of this
(Name) (Officer/Title)

company be hereby is authorized to execute contracts and bonds in the name and on behalf of said company,
and affix its Corporate Seal thereto, and such execution of any contract obligation in this company's name on its
behalf of such _____ under seal of the company, shall be valid and binding on this company.
(Officer)

A TRUE COPY,

ATTEST: _____
(Signature & Title)

Place of Business: _____

I hereby certify that I am the _____ of the _____.
(Title) (Name of Corporation)

That _____ is the duly elected _____.
(Officer Name) (Title)

of this company, and the above vote has not been amended or rescinded and remains in full force and effect as
of the date of this contract.

(Signature & Title)

(Typed Name and Title)

(Date)

Subscribed and sworn to before me
this _____ day of _____, 20__

Notary Public

Notary Seal

My Commission Expires _____

